

EXHIBIT A



TO: Vicki Tersteeg
Medtronic, Inc.
710 Medtronic Pkwy, Ms: LC300
Minneapolis, MN 55432-5604

RE: **Process Served in California**

FOR: Medtronic, Inc. (Domestic State: MN)

**Service of Process
Transmittal**

09/04/2015
CT Log Number 527769815

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Jennie Frere, Pltf. vs. Medtronic PLC, et al., Dfts.
Name discrepancy noted.

DOCUMENT(S) SERVED: Letter, Notice, Cover Sheet, Certificate, Complaint, Exhibit(s)

COURT/AGENCY: San Bernardino County - Superior Court, CA
Case # CIVDS1505761

NATURE OF ACTION: Product Liability Litigation - Manufacturing Defect - Medtronic SynchroMed II and Medtronic intrathecal catheter model 8709 and/or 8709SC

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 09/04/2015 at 14:53

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service (Document(s) may contain additional answer dates)

ATTORNEY(S) / SENDER(S): Jennie Frere
15685 Jasmine St.
Victorville, CA 92395
760-843-5498

ACTION ITEMS: CT has retained the current log, Retain Date: 09/05/2015, Expected Purge Date: 09/10/2015
Image SOP
Email Notification, Vicki Tersteeg VICKI.ANN.TERSTEEG@MEDTRONIC.COM
Email Notification, Jackie Hiltner jackie.hiltner@medtronic.com

SIGNED: C T Corporation System
ADDRESS: 555 Capitol Mall
Suite 1000
Sacramento, CA 95814
TELEPHONE: 916-497-0656



LAW OFFICES OF PATRICIA A. LAW

September 1, 2015

The Corporation Company
555 Capitol Mall Street, Suite 1000
Sacramento, CA 95814

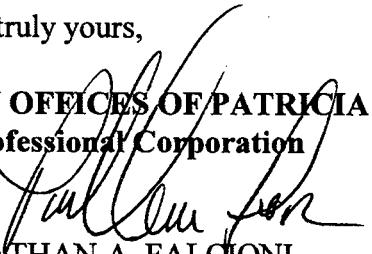
Re: Frere vs. Medtronic, PLC, et al.

The Corporation Company:

In response to your letter dated June 23, 2015, log #527342912 and pursuant to my conversation with your office on August 18, 2015, it appears that Medtronic, Inc., may have been erroneously sued as Medtronic PLC. Please forward service of this Summons and Complaint to Medtronic, Inc.

Very truly yours,

LAW OFFICES OF PATRICIA A. LAW
A Professional Corporation


JONATHAN A. FALCIONI

PAL/ml

Enclosures

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

San Bernardino District - Civil
247 West Third Street

San Bernardino, CA. 924150210

CASE NO: CIVDS1505761

JENNIE FRERE
15685 JASMINE ST
VICTORVILLE CA 92395

NOTICE OF TRIAL SETTING CONFERENCE
and NOTICE OF CASE ASSIGNMENT

IN RE: FRERE-V-MEDTRONIC PLC, ET AL

THIS CASE HAS BEEN ASSIGNED TO: JOHN M PACHECO IN DEPARTMENT S31
FOR ALL PURPOSES.

Notice is hereby given that the above-entitled case has been set for Trial Setting Conference at the court located at 247 West Third Street SAN BERNARDINO, CA 92415-0210.

HEARING DATE: 10/19/15 at 8:30 in Dept. S31

DATE: 04/22/15 Christina M. Volkers, Clerk of the Court

By: DENNIS NEWCOMB

CERTIFICATE OF SERVICE

I am a Deputy Clerk of the Superior Court for the County of San Bernardino at the above listed address. I am not a party to this action and on the date and place shown below, I served a copy of the above listed notice:

() Enclosed in a sealed envelope mailed to the interested party addressed above, for collection and mailing this date, following standard Court practices.

() Enclosed in a sealed envelope, first class postage prepaid in the U.S. mail at the location shown above, mailed to the interested party and addressed as shown above, or as shown on the attached listing.

A copy of this notice was given to the filing party at the counter
() A copy of this notice was placed in the bin located at this office and identified as the location for the above law firm's collection of file stamped documents.

Date of Mailing: 04/22/15

I declare under penalty of perjury that the foregoing is true and correct. Executed on 04/22/15 at San Bernardino, CA

BY: DENNIS NEWCOMB

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: MEDTRONIC PLC; ST. MARY MEDICAL CENTER;
(AVISO AL DEMANDADO): JOE PARK, M.D.; AND DOES 1 THROUGH 50,
 INCLUSIVE

**YOU ARE BEING SUED BY PLAINTIFF: JENNIE FRERE
 (LO ESTÁ DEMANDANDO EL DEMANDANTE):**

FOR COURT USE ONLY SOLO PARA USO DE LA CORTE
FILED SUPERIOR COURT COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT APR 22 2015  DENNIS NEWCOMB, CLERK

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtselfhelp.ca.gov/forms/), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtselfhelp.ca.gov/forms/), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any judgment or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Le han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin oír su versión. Lee la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen este citación y papeles legales para presentar una respuesta por escrito en este certificado y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto al igual que presenta su caso en la carta. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de los Tribunales de California (www.sacourts.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quedó más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar sus cuentas, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de referencia a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de los Tribunales de California, (www.sacourts.ca.gov) e poniéndose en contacto con la corte o el colegio de abogados locales. AVISO! Por lo tanto, la corte tiene derecho a reclamar las cuentas y los costos causados por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibido mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):
 Superior Court of California, County of San Bernardino
 247 W. 3RD STREET
 San Bernardino, California 92415-0210

CASE NUMBER:
 Numero del Caso: CIVDS 1505761

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: JENNIE FRERE, IN PRO PER
 (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

15683 JASMINE STREET
 VICTORVILLE, CA 92395

760-843-5498

DATE:
 (Fecha) APR 22 2015 Clerk, by _____ . Deputy
 (Secretario) DENNIS NEWCOMB (Adjunto)

For proof of service of this summons, use Proof of Service of Summons (form POS-010).

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.

2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

under: CCP 416.10 (corporation)

CCP 416.20 (defunct corporation)

CCP 416.40 (association or partnership)

other (specify):

CCP 416.60 (minor)

CCP 416.70 (conservator)

CCP 416.90 (authorized person)

4. by personal delivery on (date):

To: 19516838321 From: 17609814152 Date: 04/21/15 Times: 11:30 AM Page: 03
To: 17609814152 From: 19516838321 Date: 04/21/15 Time: 1 9 AM Page: 04/16

ATTORNEY OR PARTY WITHOUT ATTORNEY Name, State Bar number, and address: JENNIFER PRIERE, IN PRO PER		SB#:	FOR COURT USE ONLY FILED SUPERIOR COURT COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT APR 22 2015  DENNIS NEWCOMER, DEPUTY
15405 JASMINE STREET VICTORVILLE, CA 92393 TELEPHONE NO: 760-843-5428 ATTORNEY FOR PLAINTIFF JENNIFER PRIERE		PAGE NO.: 1	
BUREAU OF LAND MANAGEMENT, COUNTY OF SAN BERNARDINO POWELL HALL, 247 W. 3RD STREET MAILING ADDRESS: 247 W. 3RD STREET CITY AND ZIP CODE: San Bernardino, 92315-0210 ATTACHMENT: San Bernardino Justice Center			
CASE NAME: JENNIFER PRIERE VS. MEDTRONIC PLC, et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unrelated <input type="checkbox"/> Related Plaintiff Plaintiff Attorneys Attorneys demanded demanded in amount \$250,000 sum of \$100 or less		Complex Case Designation <input type="checkbox"/> Complex <input type="checkbox"/> Jointer Filed with first appearance by defendant 10th. Rule of Court, rule 3.402 AMCS WPT	Case Number: CWOS 1505761

[View Details](#) | [Edit](#) | [Delete](#)

1. Create a new document and type the following text:

2. This case is not complex under Rule 3.400 of the California Rules of Court. If the case is complex, what factors rendering exceptional judicial management:

Large number of separately represented parties
 Extensive conflict practice raising difficult or novel issues that will be time-consuming to resolve
 Substantial amount of documentary evidence

Large number of witnesses
 Coordination with related actions pending in one or more courts in other countries, states, or counties, or in a federal court
 Substantial participation by judicial experts

b. **Presentations** without action or tool control. **secondary** **recommendations**: declarations or interactive recall

4. 指定的事件的相關的關鍵字

6. This case is about a person's family life.

10. Who are your favorite cultural groups? (Please answer as distinct as possible.) Other areas from Cols 2-14.)

On: Aug 21, 2015

ESTATE PLANNING

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- Please serve the cover sheet with the first paper filed in the action or proceeding (except initial pleading, complaint or complaint filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 2.225.) Failure to do so may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 2.440 as one of the following Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a preliminary case under rule 3.740 as a complex case, this cover sheet will be used for statistical purposes only.

To: 19516838321 From: 17609814152 Date: 04/21/15 Time: 11:30 AM Page: 02
 To: 17609814152 From: 19516838321 Date: 04/21/15 Time: 1 PM Page: 03/16

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

JENNIFER FREIRECIVDS 1505761
CASE NO.: _____

vs.

CERTIFICATE OF ASSIGNMENT

MEDETRONIC PLC, et al.

A civil action or proceeding presented for filing must be accompanied by this Certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the ST. MARY MEDICAL CENTER District of the Superior Court under Rule 404 of this court for the checked reason:

 General Collection

Nature of Action

- 1. Adoption
- 2. Conservator
- 3. Contract
- 4. Equity
- 5. Enhanced Domain
- 6. Family Law
- 7. Guardianship
- 8. Harassment
- 9. Mandate
- 10. Name Change
- 11. Personal Injury
- 12. Personal Property
- 13. Probate

- 14. Prohibition
- 15. Review
- 16. Title to Real Property
- 17. Transferred Action
- 18. Unlawful Detainer
- 19. Domestic Violence
- 20. Other Medical Malpractice
- 21. Torts

Ground

- Petitioner resides within the district.
- Petitioner or conservatee resides within the district.
- Performance in the district is expressly provided for.
- The cause of action arose within the district.
- The property is located within the district.
- Plaintiff, defendant, petitioner or respondent resides within the district.
- Petitioner or ward resides within the district or has property within the district.
- Plaintiff, defendant, petitioner or respondent resides within the district.
- The defendant functions wholly within the district.
- The petitioner resides within the district.
- The injury occurred within the district.
- The property is located within the district.
- Decedent resided or resides within the district or had property within the district.
- The defendant functions wholly within the district.
- The defendant functions wholly within the district.
- The property is located within the district.
- The lower court is located within the district.
- The property is located within the district.
- The petitioner, defendant, plaintiff or respondent resides within the district.
- The injury occurred within the district.

NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designated district is:

ST. MARY MEDICAL CENTER
19516838321 - NUMBER OF OTHER CIVIL CASE NUMBER

19516838321

AC-1505761

APPLE VALLEY
CITY

CA

FIRM

92307

D/CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on April 21, 2015 at Apple Valley, California, California



CERTIFICATE OF ASSIGNMENT

1 Jennie Frere
2 15685 Jasmine St.
Victorville, Ca 92395
Phone: (760) 843-5498

3 Plaintiff in pro per

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 22 2015

BY 
DENNIS NEWCOMER, DEPUTY

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA
7 FOR THE COUNTY OF SAN BERNARDINO

11 JENNIE FRERE,
12 Plaintiff,
13 vs.
14 MEDTRONIC PLC; ST. MARY MEDICAL
15 CENTER; JOE PARK, M.D.; AND DOES 1
THROUGH 50, INCLUSIVE.
16 Defendants.

CASE NO.: CIVDS 1505761

COMPLAINT FOR DAMAGES

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

1. The true names or capacities, whether individual, partnership, limited partnership, corporate, limited liability partnership, limited liability company, or otherwise, of the Defendants sued herein as Does 1 through 50, inclusive, are presently unknown to Plaintiff who therefore sues them by such fictitious names. Plaintiff will seek leave of Court to amend this Complaint by appropriate allegations when those true names or capacities become known to Plaintiff. Plaintiff is informed and believes and thereon alleges that each of said Defendants in some manner negligently, carelessly, recklessly, willfully, or intentionally proximately caused or contributed to the injuries and damages suffered by Plaintiff.

2. That each of the Defendants herein was the agent, servant, employee, ostensible agent, joint-venturer, and or co-conspirator of each other Defendant herein, and was at all times acting

1 within the course and scope of said agency, servitude, employment, joint-venture and/or
2 conspiracy. Plaintiff is informed and believes and thereon alleges that the acts of Defendants
3 who were agents, servants, and employees as hereinafter alleged were done at the direction or
4 with the authorization or ratification of each Defendant who was a principal, master or employer,
5 and as to corporate Defendants, said direction, authorization or ratification was on the part of
6 officers, directors or agents with managerial authority.

7 3. Plaintiff is further informed and believes and thereon alleges that officers, directors,
8 and managing agents of the corporate Defendants herein had advance knowledge of the unfitness
9 of the Defendants herein who were acting as agents, servants, or employees.

10 4. Defendants, St. Mary Medical Center ("St Mary's") and Does 1 through 10, inclusive,
11 and each of them, are business entities which Plaintiff is informed and believes and thereon
12 alleges were at all times herein mentioned doing substantial business in the County of San
13 Bernardino, State of California and were licensed and regulated as hospitals and/or acute care
14 facilities by the State of California, and located at 18300 CA-18, Apple Valley, CA 92307.

15 5. Plaintiff is informed and believes and thereon alleges that Joe Park, M.D. and Does 11
16 through 40, inclusive, and each of them, were at all times mentioned physicians, surgeons, nurse
17 practitioners, pharmacists, residents, interns, nurses, or other health care professionals licensed to
18 practice medicine, perform surgery, provide ancillary medical treatment, dispense and/or
19 administer medication under the laws of the State of California and were engaged in the practice
20 of the healing arts at, and availed themselves of facilities of St. Mary's at the aforementioned
21 address. Upon information and belief, the parties named herein were in the course and scope of
22 their employment with St. Mary's at the time of the events sued upon herein.

23 6. At all times herein mentioned, Defendants Medtronic PLC ("Medtronic") and Does
24 41-50, whose principal place of business is 710 Medtronic Parkway, Minneapolis, were
25 companies and/or corporations duly created, existing, and doing business pursuant to the laws of
26 the State of Minnesota and doing substantial business in the State of California, thereby invoking
27 the benefits and protection of the laws of the State of California.

28

1 7. Plaintiff is informed and believes and thereon alleges that Defendants, St. Mary's and
2 Does 1 through 10, inclusive, and each of them, were licensed and regulated by the State of
3 California for the purpose of providing hospital care, physicians and surgeons, nurses, medical
4 specialists, pharmacy services, and support staff for the proper care and treatment of its patients,
5 and held itself out as capable of providing such services in a professional and competent manner.

6 8. That on January 22, 2015, Plaintiff served on the named Defendants who are health
7 care providers notices of Plaintiff's intention to commence this action as required by Section 364
8 of the *Code of Civil Procedure*. Copies of the notices are attached hereto collectively as Exhibit
9 "A" and made a part hereof.

FIRST CAUSE OF ACTION

NEGLIGENCE

12 Plaintiff, Jennie Frere, complains of Defendants St. Mary Medical Center, Joe Park,
13 M.D., and Does 1 through 40, and each of them, and for a cause of action for negligence alleges:

14 9. Plaintiff refers to each of the allegations contained in Paragraphs 1 through 8 of the
15 General Allegations and by such reference incorporates them herein as though set forth in detail.

16 10. On or about January 23, 2014, Plaintiff presented to St. Mary's to undergo, among
17 other things, an intrathecal pump revision. The indications for surgery were "continual severe
18 low back pain with pump implant on 12/22/11 and with progressive increase of the pump
19 medication rate..." Plaintiff is informed and believes and thereon alleges that Defendant Dr. Park
20 implanted the intrathecal pump and catheter for which the revision surgery was performed on
21 January 23, 2014. Defendants Joe Park, M.D. and Does 11 through 40 performed and/or
22 participated in the January 23, 2014 revision surgery. The operative report for the January 23,
23 2014 intrathecal catheter revision states the following: "upon releasing the anchor it was noted at
24 the distal tip of the catheter was missing with the edge of old catheter being ragged and cut.
25 There was no distal piece of the catheter to salvage..." Plaintiff presented to St. Mary's on March
26 8, 2014 with pain and swelling in the area of the pain pump. Plaintiff was hospitalized from
27 March 8, 2014 through March 15, 2014. During that hospital admission, Plaintiff had the
28 Medtronic devices removed. In addition, Plaintiff underwent surgery to remove the catheter tip

1 that was lodged in her lumbar spine. Furthermore, Plaintiff was diagnosed with "pain pump
 2 pocket infection" and "staphylococcus aureus meningitis." On or after January 23, 2014,
 3 Plaintiff learned for the first time that Defendants negligently implanted, revised, and/or removed
 4 the Medtronic device(s) in such a manner that a piece of the intrathecal catheter was
 5 disconnected inside of Plaintiff's body, causing severe pain, infection, and other injuries.
 6 Plaintiff has suffered severe and permanent injuries as a result of the aforementioned care which
 7 constituted medical (professional) negligence. The conduct of the individual Defendants was
 8 carried out in the course and scope of their employment with St. Mary's Medical Center.

9 11. At all times mentioned herein, Defendants St. Mary's, Joe Park, M.D., and Does 1
 10 through 40, inclusive, and each of them, and their agents and employees failed to possess that
 11 degree of learning and skill ordinarily possessed by reputable physicians, surgeons, pharmacists,
 12 specialists, nurses, or allied health care providers practicing in the same or a similar locality and
 13 under similar circumstances. As hereafter alleged, Defendants, and each of them, failed to use
 14 the care and skill ordinarily exercised in like cases by reputable members of the profession or
 15 specialty practicing in the same or a similar locality under similar circumstances, and failed to
 16 use reasonable diligence and his or her best judgment in the exercise of skill and the application
 17 of learning.

18 12. That as a direct and proximate result of the negligence and carelessness of
 19 Defendants, and each of them, as aforementioned, Plaintiff was caused to suffer severe personal
 20 injuries, pain and suffering, mental anguish and emotional distress all to her general damage in
 21 an amount within the jurisdiction of this Court.

22 13. As a direct and proximate result of the negligence and carelessness of Defendants,
 23 and each of them, as aforementioned, Plaintiff has necessarily incurred liability for medical aid
 24 and attention, hospitalization, x-rays, nursing care and medications for the proper care and
 25 treatment of Plaintiff's said injuries and Plaintiff will continue to incur such liability for an
 26 indefinite time in the future, all to Plaintiff's special damage in amounts presently unascertained,
 27 and Plaintiff prays leave that when said amounts are ascertained, Plaintiff may be permitted to
 28 amend to insert the same herein with appropriate allegations.

SECOND CAUSE OF ACTION

PRODUCTS LIABILITY - STRICT LIABILITY

Plaintiff, Jennie Frere, complains of Defendants Medtronic PLC and DOES 41 through 50, and each of them, and for a cause of action for Strict Liability alleges:

14. Plaintiff refers to each of the allegations contained in Paragraphs 1 through 8 of the General Allegations and by such reference incorporates them herein as though set forth in detail.

7 15. That on a date prior to January 23, 2014, Defendants Medtronic and Does 41-50, and
8 each of them, manufactured, designed, engineered, sold, tested, owned, controlled, marketed,
9 advertised, flooded the market, solicited health care professionals, distributed, bailed, assembled,
10 and altered certain intrathecal pumps and catheters, namely Medtronic SynchroMed II and
11 Medtronic intrathecal catheter model 8709 and/or 8709SC generally described as a "pain pump"
12 for administration of drugs directly into the spinal cord, so that they existed in a defective
13 condition, imminently dangerous to the life, safety, health, and welfare of those who would
14 foreseeably use them, in that they lacked adequate and sufficient structural integrity or other
15 safety mechanisms and designs such that the pump could fail to effectively administer drugs
16 and/or disassemble after implantation, endangering and injuring the user.

16. Defendants, and each of them, had reason to know of the aforesaid defects, of their
duty to disclose the defects directly to the user through written warnings and product literature
and to medical practitioners who utilize said systems. Defendants, and each of them, had the
knowledge and opportunity to fix said defects and to warn both the patients and their physicians
of the possible dangers the systems posed, and failed to do so within a reasonable period of time.
That on or about December 22, 2011, Plaintiff had the systems described above implanted by Joe
Park, M.D. The Medtronic SynchroMed II and/or Medtronic intrathecal catheter model 8709
and/or 8709SC failed to administer the medications as expected, causing the need for a revision
surgery on January 23, 2014. During the January 23, 2014 surgery, it was discovered that the
intrathecal catheter tip had broken off and was lodged inside of the Plaintiff, causing injury to the
Plaintiff. The failed device(s) and the catheter tip had to be removed in March, 2014.

28 17. That Defendants, and each of them, knew of the defective condition of the
abovementioned Medtronic devices before any such product was placed into the stream of

1 commerce and ultimately sold to the public, and knew or had reason to know of the danger to
 2 life, limb, health and safety such defective condition posed to foreseeable users, and in conscious
 3 disregard for the safety of said foreseeable users, Defendants sold the product without remedying
 4 the defect, and that Defendants purposely did not warn of the defects in an attempt to conceal it
 5 from foreseeable users. Defendants, and each of them, failed to warn of the defect or remedy the
 6 defect because it would diminish their expected profit from the marketing sale of the product.
 7 Further, Plaintiff is informed and believe and thereon allege that many if not all of the lots or
 8 production that included the subject products had the same defect, thereby making it impossible
 9 for Defendants not to have known of the defect before this incident. The conduct of Defendants,
 10 and each of them, as heretofore alleged constitutes fraud in that Defendants represented to
 11 Plaintiff and her doctor that the product was safe, intending the Plaintiff and her doctor to rely on
 12 said representations, thereby exposing the public to the concealed peril. The conduct of
 13 Defendants, and each of them, as aforesaid further constituted oppression and malice in that
 14 Defendants knew that Plaintiff and her doctor would rely upon their fraudulent
 15 misrepresentations about the safety of the product, and thereby be deprived of the right to safe
 16 implantable devices, and subject to the imminent risk of death or serious bodily injury. Plaintiff
 17 is informed and believes and thereon alleges that the acts of oppression, fraud and malice
 18 heretofore alleged were done by directors, supervisors and or managing agents of Defendants,
 19 and each of them. Plaintiff is further informed and believes and thereon alleges that Defendants,
 20 and each of them, further directed, authorized and/or ratified the aforesaid acts of oppression,
 21 fraud and malice. As a direct and proximate result of the fraudulent, oppressive and malicious
 22 conduct engaged in by Defendants, in conscious disregard of the rights and safety of Plaintiff,
 23 Plaintiff sustained severe injuries. Plaintiff is entitled to an award of damages for the sake of
 24 punishing the conduct of said Defendants and to make an example of said conduct to deter future
 25 similar conduct.

26 18. As a direct and proximate result of the product defects as aforesaid, Plaintiff was
 27 caused to and did suffer severe personal injuries, pain and suffering, mental anguish, and
 28 emotional distress all to her general damage in an amount within the jurisdiction of this Court.

19. As a direct and proximate result of the product defects as aforesaid, Plaintiff has

1 necessarily incurred liability for medical aid and attention, hospitalization, x-rays, nursing care,
2 and drugs for the proper care and treatment of Plaintiff's said injuries and Plaintiff will continue
3 to incur such liability for an indefinite time in the future, all to Plaintiff's special damage in
4 amounts presently unascertained, and Plaintiff prays leave that when said amounts are
5 ascertained, Plaintiff may be permitted to amend to insert the same herein with appropriate
6 allegations.

7 20. As a direct and proximate result of the product defects as aforesaid, Plaintiff has
8 necessarily suffered loss of earnings, and Plaintiff will continue to suffer such loss for an
9 indefinite time in the future, and Plaintiff's earning capacity in the future has been greatly
10 reduced, all to Plaintiff's further special damage in amounts presently unascertained, and Plaintiff
11 prays leave that when the said amounts are ascertained, Plaintiff may be permitted to amend to
12 insert the same herein with appropriate allegations.

THIRD CAUSE OF ACTION

PRODUCTS LIABILITY - NEGLIGENCE

15 Plaintiff, Jennie Frere, complains of Defendants Medtronic PLC and DOES 41 through
16 50, and each of them, and for a cause of action for Strict Liability alleges:

17 21. Plaintiff refers to each of the allegations contained in Paragraphs 1 through 8 of the
18 General Allegations and by such reference incorporates them herein as though set forth in detail.

19 22. That on a date prior to January 23, 2014, Defendants Medtronic and Does 41-50, and
20 each of them, manufactured, designed, engineered, sold, tested, owned, controlled, marketed,
21 advertised, flooded the market, solicited health care professionals, distributed, bailed, assembled,
22 and altered certain intrathecal pumps and catheters, namely Medtronic SynchroMed II and
23 Medtronic intrathecal catheter model 8709 and/or 8709SC generally described as a “pain pump”
24 for administration of drugs directly into the spinal cord, so that they existed in a defective
25 condition, imminently dangerous to the life, safety, health, and welfare of those who would
26 foreseeably use them, in that they lacked adequate and sufficient structural integrity or other
27 safety mechanisms and designs such that the pump could fail to effectively administer drugs
28 and/or disassemble after implantation, endangering and injuring the user.

23. Defendants, and each of them, had reason to know of the aforesaid defects, of their

1 duty to disclose the defects directly to the user through written warnings and product literature
2 and to medical practitioners who utilize said systems. Defendants, and each of them, had the
3 knowledge and opportunity to fix said defects and to warn both the patients and their physicians
4 of the possible dangers the systems posed, and failed to do so within a reasonable period of time.
5 That on or about December 22, 2011, Plaintiff had the systems described above implanted by Joe
6 Park, M.D. The Medtronic SynchroMed II and/or Medtronic intrathecal catheter model 8709
7 and/or 8709SC failed to administer the medications as expected, causing the need for a revision
8 surgery on January 23, 2014. During the January 23, 2014 surgery, it was discovered that the
9 intrathecal catheter tip had broken off and was lodged inside of the Plaintiff, causing injury to the
10 Plaintiff. The failed device(s) and the catheter tip had to be removed in March, 2014.

11 24. As a direct and proximate result of the product defects as aforesaid, Plaintiff was
12 caused to and did suffer severe personal injuries, pain and suffering, mental anguish, and
13 emotional distress all to her general damage in an amount within the jurisdiction of this Court.

14 25. As a direct and proximate result of the product defects as aforesaid, Plaintiff has
15 necessarily incurred liability for medical aid and attention, hospitalization, x-rays, nursing care,
16 and drugs for the proper care and treatment of Plaintiff's said injuries and Plaintiff will continue
17 to incur such liability for an indefinite time in the future, all to Plaintiff's special damage in
18 amounts presently unascertained, and Plaintiff prays leave that when said amounts are
19 ascertained, Plaintiff may be permitted to amend to insert the same herein with appropriate
20 allegations.

21 26. As a direct and proximate result of the product defects as aforesaid, Plaintiff has
22 necessarily suffered loss of earnings, and Plaintiff will continue to suffer such loss for an
23 indefinite time in the future, and Plaintiff's earning capacity in the future has been greatly
24 reduced, all to Plaintiff's further special damage in amounts presently unascertained, and Plaintiff
25 prays leave that when the said amounts are ascertained, Plaintiff may be permitted to amend to
26 insert the same herein with appropriate allegations.

27 ///

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **PRODUCTS LIABILITY - BREACH OF WARRANTY**

3 Plaintiff, Jennie Frere, complains of Defendants Medtronic PLC and DOES 41 through
4 50, and each of them, and for a cause of action for Strict Liability alleges:

5 27. Plaintiff refers to each of the allegations contained in Paragraphs 1 through 8 and 15
6 through 20 of the General Allegations and by such reference incorporates them herein as though
7 set forth in detail.

8 28. That on a date prior to January 23, 2014, Defendants Medtronic and Does 41-50, and
9 each of them, expressly warranted and represented, orally and/or in writing, that the Medtronic
10 SynchroMed II and Medtronic intrathecal catheter model 8709 and/or 8709SC were free from
11 defects and in all respects safe for use in the manner for which it was manufactured, designed,
12 engineered, sold, tested, owned, controlled, marketed, advertised, bailed, assembled, and altered
13 by said Defendants, and each of them. Further, said Defendants, and each of them, warranted
14 and represented, orally and/or in writing, that said products were of merchantable quality and
15 would be safe to handle and use, and would be fit for their intended purpose, which purpose was
16 known to said Defendants. Plaintiff is informed and believes and thereon alleges that each of
17 said warranties and warranty representations were made at the time said products were marketed,
18 distributed, sold, bailed, or otherwise transferred into Plaintiff's doctor's possession. That they
19 justifiably relied on, and were the beneficiary of said warranties and warranty representations
20 when utilizing the aforesaid products.

21 29. That said express warranties and warranty representations were untrue and breached
22 by said Defendants, and each of them, in that the products were not of merchantable quality, nor
23 were they fit for their intended use in that they lacked adequate and sufficient structural integrity
24 or other safety mechanisms and designs, warnings, inserts, disclaimers, or other informational
25 literature either to the surgeon with instructions to pass the information on to the user or directly
26 to the user of said medication, thereby rendering them unsafe and unfit for use. Defendants, and
27 each of them, had reason to know of the aforesaid defects, and of the possible defects of the
28 products and failed to provide adequate and sufficient warnings concerning the defects to those
 who would foreseeably use the products, having a reasonable opportunity to do so. That as a

1 direct and proximate result of the breach of express and implied warranties and warranty
2 representations by said Defendants, and each of them, as aforesaid, and as a direct and proximate
3 result of Plaintiff's justifiable reliance thereon, Plaintiff had the Medtronic devices described
4 above implanted, all of which failed and caused injury to the Plaintiff as aforementioned and
5 thereafter had to be removed.

6 30. As a direct and proximate result of the breach of express and implied warranties by
7 Defendants, and each of them, as aforesaid, Plaintiff was caused to and did suffer severe personal
8 injuries, pain and suffering, mental anguish, and emotional distress all to her general damage in
9 an amount within the jurisdiction of this Court.

10 31. As a direct and proximate result of the breach of express and implied warranties as
11 aforesaid, Plaintiff has necessarily incurred liability for medical aid and attention,
12 hospitalization, x-rays, nursing care, and drugs for the proper care and treatment of Plaintiff's
13 said injuries and Plaintiff will continue to incur such liability for an indefinite time in the future,
14 all to Plaintiff's special damage in amounts presently unascertained, and Plaintiff prays leave that
15 when said amounts are ascertained, Plaintiff may be permitted to amend to insert the same herein
16 with appropriate allegations.

17 32. As a direct and proximate result of the breach of express and implied warranties as
18 aforesaid, Plaintiff has necessarily suffered loss of earnings, and Plaintiff will continue to suffer
19 such loss for an indefinite time in the future, and Plaintiff's earning capacity in the future has
20 been greatly reduced, all to Plaintiff's further special damage in amounts presently unascertained,
21 and Plaintiff prays leave that when the said amounts are ascertained, Plaintiff may be permitted
22 to amend to insert the same herein with appropriate allegations.

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To: 19516838321 From: 17609814152 Date: 04/21/15 Time: 11:30 AM Page: 01

To: 17609814152 From: 19516838321 Date: 04/21/15 Time: 10:49 AM Page: 16/16

1 WILKERSPORE, Plaintiff, prays for judgment against Defendants, and each of them, for
2 general damages, in an amount within the jurisdiction of this Court, for special damages
3 according to proof, for costs of suit, and for such further relief as the Court may deem just and
4 proper.

5

6 Dated: April 20, 2015

7 BY: X Jennie M. Frere
8 JENNIE FRERE
9 Plaintiff in pro per

EXHIBIT “A”



Via Certified Mail - Return Receipt Requested

January 22, 2015

**St. Mary Medical Center
18300 California 18
Apple Valley, California 92307**

**Re: Notice Of Intention To File Action For Medical Negligence
Jennie Frere, DOB: 1/27/1936**

To Whom It May Concern:

This firm has been retained to represent the interests of Jennie Frere. As required by California *Code of Civil Procedure, Section 364*, this letter is written to inform you that on the ninety-first day following the date of this letter, a suit for professional negligence will be filed against you and others.

The suit will allege that while in your care, Jennie Frere suffered physical injuries as a result of your medical negligence and your failure to properly render care which constituted medical malpractice.

Very truly yours,

LAW OFFICES OF PATRICIA A. LAW

A handwritten signature in black ink, appearing to read "Jon Falcioni".

Jonathan A. Falcioni, Esq.

JF/b3



Via Certified Mail - Return Receipt Requested

January 22, 2015

Joe Park, M.D.
15447 W. Sand Street, #101B
Victorville, California 92392

**Re: Notice Of Intention To File Action For Medical Negligence
Jennie Frere, DOB: 1/27/1936**

Dear Dr. Park:

This firm has been retained to represent the interests of Jennie Frere. As required by California *Code of Civil Procedure, Section 364*, this letter is written to inform you that on the ninety-first day following the date of this letter, a suit for professional negligence will be filed against you and others.

The suit will allege that while in your care, Jennie Frere suffered physical injuries as a result of your medical negligence and your failure to properly render care which constituted medical malpractice.

Very truly yours,

LAW OFFICES OF PATRICIA A. LAW

A handwritten signature in black ink, appearing to read "Jonathan A. Falconi".

Jonathan A. Falconi, Esq.

JF/bs

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COMPLETE THIS SECTION ON DELIVERY

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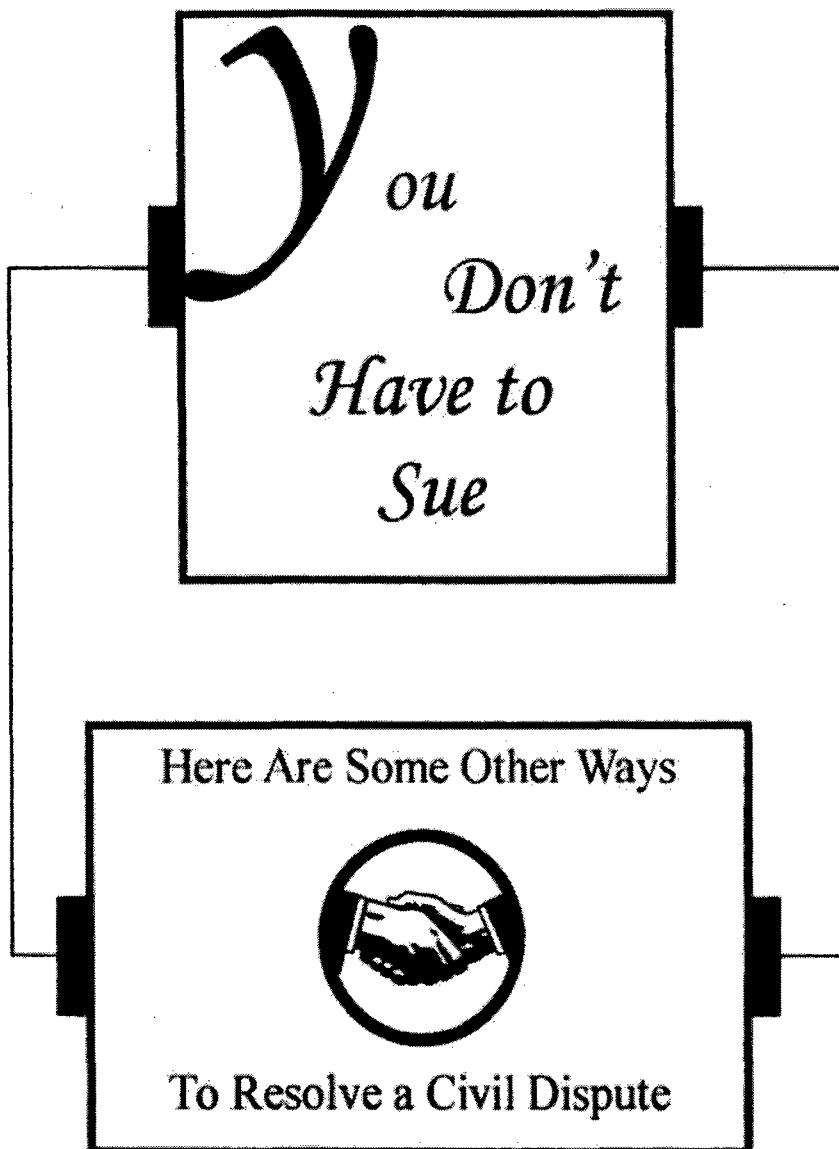
JOE PARK, M.D.

15441 N. Sand Street #101B
Victorville, CA 92392

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Victorville, CA 92392



Presented by the
Judicial Council of California
And the
State Bar of California

Introduction

Did you know that most civil lawsuits settle without a trial?

And did you know that there are a number of ways to resolve civil disputes without having to sue somebody?

These alternatives to a lawsuit are known as alternative dispute resolution (ADR). The most common forms of ADR are mediation, arbitration, and case evaluation. There are a number of other kinds of ADR as well.

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediation, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help parties resolve disputes without having to go to court.

ADR is not new. ADR is available in many communities, through dispute resolution programs and private neutrals.

Advantages of ADR

ADR can have a number of advantages over a lawsuit.

- **ADR can be speedier.** A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- **ADR can save money.** Court costs, attorneys' fees, and expert fees can be saved.
- **ADR can permit more participation.** The parties may have more chances to tell their side of the story than in court and may have more control over the outcome.
- **ADR can be flexible.** The parties can choose the ADR process that is best for them. For example, in mediation the parties may decide how to resolve their dispute.
- **ADR can be cooperative.** This means that the parties having a dispute may work together with the neutral to resolve the dispute and agree to a remedy that makes sense to them, rather than work against each other.
- **ADR can reduce stress.** There are fewer, if any, court appearances. And because ADR can be speedier, and save money, and because the parties are normally cooperative, ADR is easier on the nerves. The parties don't have a lawsuit hanging over their heads for years.

- **ADR can be more satisfying.** For all the above reasons, many people have reported a high degree of satisfaction with ADR.

Because of these advantages, many parties choose ADR to resolve a dispute, instead of filing a lawsuit. Even when a lawsuit has been filed, the court can refer the dispute to a neutral before the parties' positions harden and the lawsuit becomes costly. ADR has been used to resolve disputes even after a trial, when the result is appealed.

Disadvantages of ADR

ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute
- The neutral may charge a fee for his or her services.
- If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.
- Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

Three Common Types of ADR

This pamphlet describes the forms of ADR most often found in the California state courts and discusses when each may be right for a dispute.

- **MEDIATION**

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the mediator does not decide how the dispute is to be resolved. The parties do.

Mediation is a cooperative process, in which the parties work together toward a resolution that tries to meet everyone's interests, instead of working against each other, where at least one party loses. Mediation normally leads to better relations between the parties and to resolutions that hold up. For example, mediation has been very successful in family disputes, particularly with child custody and visitation.

Mediation is particularly effective when the parties have a continuing relationship, like neighbors or business people. Mediation also is very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to let out their feelings and find out how each other sees things.

Mediation may not be a good idea when one party is unwilling to discuss a resolution or when one party has been a victim of the other or cannot have enough bargaining power in the mediation. However, mediation can be successful for victims seeking restitution from offenders. A mediator can meet with the parties separately when there has been violence between them.

- **ARBITRATION**

In arbitration, a neutral (the arbitrator) reviews evidence, hears arguments, and makes a decision (award) to resolve the dispute. This is very different from mediation, where the mediator helps the parties reach their own resolution. Arbitration normally is more informal and much speedier and less expensive than a lawsuit. Because of the large number of cases awaiting trial in many courts, a dispute normally can be heard much more quickly by an arbitrator than by a judge. Often a case that may take a week to try in court can be heard by an arbitrator in a matter of hours, because evidence can be submitted by documents (like medical reports and bills and business records), rather than testimony.

There are two kinds of arbitration in California. Private arbitration, by agreement of the parties involved in the dispute, takes place outside of the courts and normally, is binding. In most cases "binding" means that the arbitrator's decision (award) is final and there will not be a trial or an appeal of that decision. By contrast, a decision by an arbitrator in a case referred by the courts, known as "judicial arbitration," is not binding, unless parties agree to be bound. A party who does not like the award may file a request for trial with the court within a specified time. However, if that party does not do better in the trial than in arbitration, he or she may have to pay a penalty.

Arbitration is best for cases where the parties want a decision without the expense of a trial. Arbitration may be better than mediation when the parties have no relationship except for the dispute.

Arbitration may not be a good idea when the parties want to resolve their dispute by themselves, or with the aid of a neutral.

- **CASE EVALUATION**

In case evaluation, a neutral (the evaluator) gives an opinion on the strengths and weaknesses of each party's evidence and arguments, and makes an evaluation of the case. Each party gets a chance to present the case and hear the other side. This may lead to a settlement, or at least help the parties prepare to resolve the dispute later on.

Case evaluation, like mediation, can come early in the dispute and save time and money.

Case evaluation is most effective when someone has an unrealistic view of the dispute or when the only real issue is what the case is worth, or when there are technical or scientific questions to be worked out.

Case evaluation may not be a good idea when it is too soon to tell what the case is worth or when the dispute is about something besides money, like a neighbor playing loud music late at night.

Additional Information

There are several other types of ADR beside mediation, arbitration, and case evaluation. Some of these are conciliation, settlement conferences, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

The selection of a neutral is an important decision. There is no legal requirement that the neutral to be licensed or hold any particular certificate. However, some programs have established qualification requirements for neutrals. You may wish to inquire about the qualifications of any neutral you are considering.

Agreements reached through ADR normally are put in writing by the neutral and, if the parties wish, may become binding contracts that can be enforced by a judge.

You may wish to seek the advice of an attorney as to your legal rights and other matters relating to the dispute.

Whom Do You Call?

To locate a dispute resolution program or neutral in your community:

- Contact the **California Department of Consumer Affairs, Consumer Information Center, toll free, 1-800-952-5210**, or
- Contact the **local bar association**, or
- Look in the **Yellow Pages** under "Arbitrations" or "Mediators."

There may be a charge for services provided by private arbitrators and mediators.

Superior Court of California
County of San Bernardino



CONTRACTED MEDIATION SERVICE PROVIDERS

The following mediation service providers are under contract with the County of San Bernardino to provide the listed alternate dispute resolution (ADR) services under referral by the Court at no or low cost. The contractors may also provide additional mediation services outside of their contracts with the County.

Landlord-tenant, unlawful detainer, small claims:

Inland Fair Housing and Mediation Board

Program Director: Lynne Anderson, Executive Director
City Center Building
10681 Foothill Boulevard, Suite 101
Rancho Cucamonga CA 91730
TEL (909) 984-2254, or (800) 321-0911
FAX (909) 460-0274
WEB www.inmedbd.com

Civil, family law (except custody and support):

Inland Valleys Justice Center

Program Director: Kym Adams, Executive Director
3175-E Sedona Court (Building E)
Ontario CA 91764
TEL (909) 581-6014
FAX (909) 581-6015
WEB www.ivjc.org
EMAIL info@ivjc.org

Accommodations For Persons With Disabilities Using Court Facilities

The Americans with Disabilities Act (ADA) and State law require all state and local governmental entities, including the courts, to provide reasonable accommodations for the needs of persons with disabilities. The ADA benefits people who have an interest in court activities, programs and services. In 1996 the Judicial Council of California, the policy-making body for the courts, adopted California Rules of Court, rule 1.100 (former rule 989.3) to implement the ADA in the state court system.

Under the ADA, State laws, and the court rule, a person is entitled to an accommodation if he or she is an "eligible person with a disability." This means the person has a physical or mental impairment that limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment.

It is the individual's responsibility to contact the court to request accommodations that would best suit his or her situation. The individual may request an accommodation by completing the *Request for Accommodations by Persons with Disabilities* (Judicial Council Form MC-410) or by other means, and provide the request to court staff. If the individual is involved in more than one case, they must submit a separate request (MC-410 form) for each case. The individual should give the court at least five working days notice whenever possible. The court may grant, modify or deny the request. The information presented will be kept confidential unless ordered released by a Judicial officer, or a written waiver of confidentiality is received from the requestor.

The court will evaluate all requests to make reasonable modifications to its policies, practices, and procedures when these modifications are necessary to avoid discriminating against a person because of a disability.

Service animals are permitted in court facilities. The ADA defines a service animal as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals may go to all areas of the court where customers are normally allowed.

For instructions, forms, and additional information, please use the links on the right side of this page.

For free tools that allow persons with visual disabilities to read documents in Adobe Acrobat PDF format, please visit <http://www.adobe.com/enterprise/accessibility/main.html>. These tools convert PDF documents into either HTML or ASCII text that can then be read by many screen-reading programs.

For further information:

Jurors: Please contact the Jury Services Office at (909) 387-6244.

Others: Please contact the court's ADA Coordinator at ada.coordinator@courts.sbcounty.ca.gov.

Court employees: To request accommodation for yourself, please contact your supervisor or the Court's Personnel Department. For information on assisting court customers with ADA issues, refer to the Court's Intranet

If you should have any questions or concerns regarding Americans with Disabilities, please contact Sharon Prentiss, Director of Court Administrative Services at (909) 382-3504

Request for Accommodation Instruction Sheet 
Non Fillable Form and Rule of Court 1

Request for Accommodation Form 
Fillable Version (MC-410)

Q&A on Rule of Court 1.100

Access and Fairness Advisory Flyer <http://www.courtinfo.ca.gov/programs/access/documents/accfair.pdf>

For Additional Information about Accessibility at the California Courts:

<http://www.courtinfo.ca.gov/programs/access/accessibility.htm>

<http://www.courtinfo.ca.gov/selfhelp/family/speced/specedlinks.htm>